

CONTRACT

FOR SERVICES UNDER \$50,000

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract for Guided Case Management services is entered into by and between Access Health Columbus (#008966) doing business as Health Impact Ohio (herein referred to as “Contractor”), and the City of Columbus, Columbus City Attorney (herein referred to as “City”).

WITNESSETH

WHEREAS, the City has a need for Guided Case Management; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. Ordinance No. 0783-2023 passed by Columbus City Council on **ADD ORD DATE**; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from January 1, 2023 to December 31, 2025. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$46,209.20 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor’s invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. **Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

[Bridget DeCrane](#) will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

[Bridget DeCrane](#)
[Blueprint for Safety Director](#)
[City Attorney Zach Klein](#)
[77 North Front Street, 4th floor](#)
[Columbus, Ohio 43215](#)
[614-645-7915](#)

[Jenelle Hoseus, MBA](#)
[Executive Director, Central Ohio Pathways HUB](#)
[Healthcare Collaborative of Greater Columbus](#)
[855 Grandview Avenue, Suite 210](#)
[Columbus, OH 43215](#)
[614-296-5807](#)
jenelle@hcgc.org
www.hcgc.org

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. **Save Harmless/Indemnification**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

15. **Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. **Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. **Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. **Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person	\$500,000
Each Accident	\$1,000,000

Property Damage Liability:

Each Accident	\$500,000
All Accidents	\$1,000,000

20. **Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. **City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors,

owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

Signature

Date

Zach Klein, Columbus City Attorney

Printed Name, Title, Department

Date

CONTRACTOR

Signature

Date

Please list remit address below:

Printed Name and Title

Federal ID Number:_____

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an Officer or Member of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is
_____ of _____, a Corporation, LLC, or LLP organized and existing under and by
(Title) (Company Name)
virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

Scope of Work:

This contract authorizes the Columbus City Attorney's Office to enter into a three-year, \$46,209.20 service contract with the Health Impact Ohio to support community case management services for non-Medicaid eligible individuals enrolled in the City Attorney's Misdemeanor Diversion program.

The Columbus City Attorney's Misdemeanor Diversion program launched in 2019. Through this program, individuals summoned to court for non-violent, victimless crimes are eligible for diversion. If individuals opt to participate, they work with prosecutors, defense counsel and Health Impact Ohio Community Health Workers to develop diversion case plans tailored to their individual needs. Health workers use a validated social determinants of health screen to determine challenge areas and develop diversion conditions. These conditions are designed to address the issues motivating criminal behavior and prevent future involvement with the justice system i.e. issues related to basic needs (lack of housing or food), physical health, mental health, substance use, lack of employment and/or child care. Plans are signed by the participant, attorney/Public Defender and City Prosecutor. Once plans are signed by all parties, Community Health Workers work alongside diversion participants to help them achieve required conditions. If participants successfully achieve diversion conditions within six months, the case is dismissed. If participants are unsuccessful, a plea is entered and the case moves forward as normal.

Health Impact Ohio Community Health Workers use the nationally endorsed Pathways Community HUB care coordination case management tool to document and track progress on the case plan conditions. Once conditions are achieved, Health Impact Ohio bills Medicaid for completed services. However, since the program's inception, we are seeing an increasing number of diversion eligible participants who are not eligibility for Medicaid benefits. In these cases, there is not a payer for diversion case management services. Health Impact Ohio is currently in discussions with private insurers to cover community case management in the future. But, in the meantime, this contract will cover reimbursement payments for completed case plan conditions for individuals not covered by Medicaid.

The chart below shows the Medicaid negotiated reimbursement payments for completed case management service categories. Health Impact Ohio will provide updated payment schedules if negotiated payments are adjusted up or down. Health Impact Ohio will invoice the City of Columbus quarterly and invoices will reflect actual reimbursement rates. No administrative expenses will be charged to this contract.

Outcome Payment Paid to Care Coordination Agency by Payment Category:

Outcome Payment Point	Fee
Initial Checklist	\$ 100
Checklist	\$ 20
PAM	\$ 60
PHQ9	\$ 60
Reproductive Life Plan	\$ 60
Adult Learning	\$ 200
Developmental Screening	\$ 60
Developmental Referral	\$ 100
Employment	\$ 160
Family Planning	\$ 120
Health Insurance	\$ 120
Housing	\$ 200
Immunization Screening	\$ 60
Immunization Referral	\$ 120
Lead	\$ 60
Education	\$ 20
Medical Home	\$ 100
Medical Referral	\$ 80

Outcome Payment Point	Fee
Medication Management	\$ 200
Medication Assessment	\$ 100
Behavioral Health	\$ 100
Postpartum	\$ 140
Pregnancy	\$ 340
Twins	\$ 460
Triplets	\$ 500
Social Service Referral	\$ 60
Tobacco Cessation	\$ 100

Contract period: January 1, 2022 thru December 31, 2025

Maximum commitment: \$46,209.20

Payment: Health Impact Ohio will invoice the City of Columbus quarterly (see schedule below). Invoices will reflect the negotiated Medicaid reimbursement for diversion participants who are not eligible for Medicaid enrollment. No administrative expenses will be charged to this contract.

A line item breakdown showing reimbursement requests by service type, amount and diversion participant will be included with quarterly invoices.

The City will pay all invoices within 30 days.

Quarter	Invoice date
2023 Q1	April 15, 2023
2023 Q2	July 15, 2023
2023 Q3	October 15, 2023
2023 Q4	January 15, 2024
2024 Q1	April 15, 2024
2024 Q2	July 15, 2024
2024 Q3	October 15, 2024
2024 Q4	January 15, 2025
2025 Q1	April 15, 2025
2025 Q2	July 15, 2025
2025 Q3	October 15, 2025
2025 Q4	January 15, 2026

Email invoices to:

Mark Rutkus
Columbus City Attorney
Special Projects Director
MKRutkus@columbus.gov

Please CC project contacts:

- Jennifer Grant, JLGrant@columbus.gov
- Bridget DeCrane, BLDecrane@columbus.gov